

JUDGE STEIN

NY CIV 7914

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CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Plaintiff
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042
Attorneys for Plaintiff Apex Shipping Co.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

APEX MARITIME CO. d/b/a
APEX SHIPPING COMPANY

Plaintiff,

- against -

MAERSK LINE and G.J.P. ENTERPRISES INC.,

Defendants.

Civ.

COMPLAINT

Plaintiff, Apex Maritime Co. d/b/a Apex Shipping Co., by its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor LLP, for its complaint alleges on information and belief as follows:

1. All and singular the following premises are true and constitute claims arising under an Act of Congress regulating commerce within the meaning of 28 U.S.C. § 1337(a), and under 28 U.S.C. § 1332 and 1333, and arising under Rule 9(h) within the admiralty and maritime jurisdiction of this Honorable Court.

2. Venue is proper here within the applicable maritime legal precedents and/or within the meaning of 28 U.S.C. § 1391(b). The Defendants Maersk Line and G.J.P. Enterprises Ind., (hereinafter the "Defendants") do business in and/or reside in the Port of New York and in this

District.

3. At all times material hereto, Plaintiff was and is a corporation organized and existing under and by virtue of the laws of California.

4. At all times material hereto each of the Defendants were and now engaged in business as a common carrier of merchandise by water and/or road for hire, and either owned, chartered, managed, constituted or otherwise controlled the vehicle used in the transportation and/or issued bills of lading and engaged in the common carriage of merchandise to be carried by water and/or land for hire between, among others, ports in the United States and foreign countries.

5. On or about April 20, 2006 at the port of Taoyuan, Taiwan, there was delivered to the Defendant Maersk Line as container CAXU4263144 with computers and parts, then being in good order and condition (the "Shipment"), and Maersk Line, then and there accepted the Shipment. In consideration of certain agreed freight charges thereupon paid or agreed to be paid, Maersk Line further agreed to transport and carry said Shipment from the port of Kaohsiung, Taiwan to Philadelphia via Los Angeles, CA. The Shipment was described in a certain bill of lading issued and numbered MAEU850989246 dated on or about April 30, 2006.

6. Thereafter the said shipment arrived on the east coast, but Defendants failed to make delivery of the said Shipment as it was stolen while in the care and custody of both defendants, all in violation of defendant's obligations and duties as common carriers.

7. Plaintiff brings this action on its own behalf and as agent, trustee, assignee and/or subrogee, on behalf of and for the interest of all parties interested in and who were damaged as a result of the loss suffered by the said Shipment, as their respective interests may ultimately appear, and Plaintiff is duly entitled to maintain this action.

8. Plaintiff has performed all conditions on their parts to be performed.

9. By reason of the foregoing, Plaintiff has sustained damages, as nearly as the same can

now be estimated, no part of which has been paid *although* duly demanded, in a sum estimated to be up to or exceeding U.S. \$140,000.

Dated: New York, New York
September 7, 2007

Respectfully submitted,

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP

By: 

Patrick Michael DeCharles II (PMD9984)

Attorneys for Plaintiff Apex Shipping Co.

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New York, New York 10006
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